
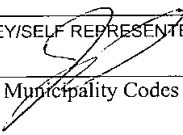


# EXHIBIT A

RECEIVED MONDAY 1/11/2016 2:52:11 PM 14356466

FILED Jan 11, 2016

Appendix XII-B2

FORECLOSURE CASE INFORMATION STATEMENT (FCIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.</p>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO	
		RECEIPT NO:	
		AMOUNT:	
		OVERPAYMENT:	
		BATCH NUMBER:	
		BATCH DATE:	
<b>SECTION A: TO BE COMPLETED BY ALL PARTIES</b>			
CAPTION UMB Bank, National Association et al. v. Sandra Lopaz et al.		COUNTY OF VENUE Burlington	
		DOCKET NUMBER (When available) <b>F -001020-16</b>	
NAME(S) OF FILING PARTY(IES)(e.g., John Doe, Plaintiff) UMB Bank, National Association et al.		DOCUMENT TYPE <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> ANSWER <input type="checkbox"/> OTHER	
ATTORNEY NAME (IF APPLICABLE) John M. Kolesnik, Esquire		FIRM NAME (If applicable) Stern and Eisenberg, PC	
MAILING ADDRESS 1040 N. Kings Highway-Suite 407 Cherry Hill, NJ 08034		DAYTIME TELEPHONE NUMBER (609) 397-9200	
<b>SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT</b>			
FORECLOSURE CASE TYPE NUMBER		IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L.2009,c.84 AND P.L.2008,c.127 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)		PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		RELATED PENDING CASE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, LIST DOCKET NUMBERS:	
FULL PHYSICAL STREET ADDRESS OF PROPERTY: 1612 Washington Street Cinnaminson NJ		MUNICIPALITY CODE(*) 0308	
ZIP CODE: 08077 COUNTY: Burlington		MUNICIPAL BLOCK: 1917	
		(LOTS): 4	
<b>ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW</b>			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY/SELF REPRESENTED SIGNATURE 		PRINT ATTORNEY/SELF REPRESENTED NAME John M. Kolesnik, Esquire	
		DATE 1/7/16	

\*The Municipality Codes are available at [http://www.judiciary.state.nj.us/forms/CN11343\\_municodes\\_11-9-2009.pdf](http://www.judiciary.state.nj.us/forms/CN11343_municodes_11-9-2009.pdf)

Revised Effective 11/9/2009, CN 10169

**FILED Jan 11, 2016**

STEVEN K. EISENBERG, ESQUIRE (009221995)  
JACQUELINE F. McNALLY, ESQUIRE (020402005)  
DAVID M. LAMBROPOULOS, ESQUIRE (040322006)  
MICHAEL J. REILLY, ESQUIRE (042522012)  
LUCAS M. ANDERSON, ESQUIRE (014342011)  
JOHN KOLESNIK, ESQUIRE (012412010)  
JUSTIN M. STRAUSSER, ESQUIRE (090692014)  
CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)  
STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)  
SALVATORE CAROLLO, ESQUIRE (007012001)  
FRANK J. KEENAN, ESQUIRE (022041994)  
STERN & EISENBERG, PC  
1040 N. KINGS HIGHWAY, SUITE 407  
CHERRY HILL, NJ 08034  
TELEPHONE: (609) 397-9200  
FACSIMILE: (856) 667-1456  
ATTORNEYS FOR PLAINTIFF  
FILE NO. 525.000289 KAB/KLM

UMB Bank, National Association, not in its  
individual capacity but solely as legal title  
trustee of MART Legal Title Trust 2015-NPL1  
Plaintiff

v.

Sandra Lopaz;  
Mr. Lopaz, Unknown Spouse of Sandra Lopaz;  
Capital one Bank USA NA;  
US Equities Corp;  
State of New Jersey;  
Defendants

**SUPERIOR COURT OF NEW JERSEY  
BURLINGTON COUNTY  
CHANCERY DIVISION**

Docket No.: **F -001020-16**

CIVIL ACTION

COMPLAINT IN  
MORTGAGE FORECLOSURE

**NOTICE PURSUANT TO THE  
FAIR DEBT COLLECTION PRACTICES ACT**

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE ENCLOSED LETTER/NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO THE RELEVANT MORTGAGE NOTE AND MORTGAGE (OR OTHER SECURED OBLIGATION) AND HAVE NOT REAFFIRMED THE DEBT) THEN THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT SOLELY AS PART OF THE ENFORCEMENT OF THE MORTGAGE/LIEN AGAINST REAL PROPERTY (SECURED PROPERTY).

**FILED Jan 11, 2016**

STEVEN K. EISENBERG, ESQUIRE (009221995)  
JACQUELINE F. McNALLY, ESQUIRE (020402005)  
DAVID M. LAMBROPOULOS, ESQUIRE (040322006)  
MICHAEL J. REILLY, ESQUIRE (042522012)  
LUCAS M. ANDERSON, ESQUIRE (014342011)  
JOHN KOLESNIK, ESQUIRE (012412010)  
JUSTIN M. STRAUSSER, ESQUIRE (090692014)  
CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)  
STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)  
SALVATORE CAROLLO, ESQUIRE (007012001)  
FRANK J. KEENAN, ESQUIRE (022041994)  
STERN & EISENBERG, PC  
1040 N. KINGS HIGHWAY, SUITE 407  
CHERRY HILL, NJ 08034  
TELEPHONE: (609) 397-9200  
FACSIMILE: (856) 667-1456  
ATTORNEYS FOR PLAINTIFF  
FILE NO. 525.000289 KAB/KLM

UMB Bank, National Association, not in its  
individual capacity but solely as legal title  
trustee of MART Legal Title Trust 2015-NPL1  
Plaintiff

v.

Sandra Lopaz;  
Mr. Lopaz, Unknown Spouse of Sandra Lopaz;  
Capital one Bank USA NA;  
US Equities Corp;  
State of New Jersey;  
Defendants

**SUPERIOR COURT OF NEW JERSEY  
BURLINGTON COUNTY  
CHANCERY DIVISION**

Docket No.: **F -001020-16**

CIVIL ACTION

COMPLAINT IN  
MORTGAGE FORECLOSURE

Plaintiff, UMB Bank, National Association, not in its individual capacity but solely as legal title trustee of MART Legal Title Trust 2015-NPL1, (herein after referred to as "Plaintiff") with offices located at c/o BSI Financial Services, 314 South Franklin Street, PO Box 517, Titusville, PA 16354 alleges:

**COUNT I**

1. On November 13, 2008, the borrowers, Sandra Lopaz executed and delivered to Freedom Mortgage Corporation a note to secure payment of the sum of \$154,660.00 together with interest at the initial rate of 6.5000% on unpaid

principal balance together with such other amounts until paid, said amounts to be paid at the initial monthly payment of \$977.56, beginning January 1, 2009 through December 1, 2038 (original maturity date), and payable pursuant to the terms of the note (and mortgage).

2. To secure payment of the note, the mortgagors, Sandra Lopaz executed and delivered a mortgage on property commonly known as 1612 Washington Street, Cinnaminson, NJ 08077 to Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation on November 13, 2008 thereby creating a lien. Said mortgage was recorded with the Burlington County Clerk on November 24, 2008, at Book 11903 at Page 918.
3. The mortgage is not a purchase money mortgage.
4. On or about 11/29/2010, Sandra Lopaz executed and delivered a loan modification agreement, which adjusted the unpaid principal balance, then due and owing to \$170,665.13. Said agreement further modified the monthly payments of principal and interest to \$864.74, with an interest rate of 4.500%. Said agreement was not recorded.
5. The mortgage was assigned as follows:
  - a. Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation assigned said mortgage to JPMorgan Chase Bank, National Association by assignment of mortgage. Said assignment was recorded with the Burlington County Clerk on 6/29/2011 in Book AB1998, Page 098.
  - b. JPMorgan Chase Bank, National Association assigned said mortgage to Secretary of Housing and Urban Development by assignment of mortgage. Said assignment was recorded with the Burlington County Clerk on 2/6/2014 in Book OR13113, Page 3693.
  - c. Secretary of Housing and Urban Development assigned said mortgage to U.S. Bank National Association, not in its individual capacity, but solely as Legal Title Trustee for LVS Title Trust I by assignment of mortgage. Said assignment was recorded with the Burlington County Clerk on 5/12/2014 in Book OR13124, Page 2455.

- d. U.S. Bank National Association, not in its individual capacity, but solely as Legal Title Trustee for LVS Title Trust I, its successors and assigns assigned said mortgage to UMB Bank, National Association, not in its individual capacity but solely as legal title trustee of MART Legal Title Trust 2015-NPL1 by assignment of mortgage. Said assignment was recorded with the Burlington County Clerk on October 21, 2015 in Book OR13194, Page 8185.
6. The mortgaged premises are fully described in Exhibit "A" annexed hereto and made a part hereof.
7. The aforesaid Mortgage, in part, contains an agreement that the whole principal sum and interest shall become due at the option of the Mortgagee upon at least thirty (30) days written notice of a default to the mortgagor and mortgagor's failure to cure said default within the time provided; after a default in the payment of any installment of principal or of interest evidenced by the Note of even date; after default in the payment of any tax, water charge, sewer rent or assessment; or after default in the maintenance of required hazard insurance on the improvements existing on the property.
8. Said note and mortgage contain an agreement that, should any default be made in the payment of any monthly installment on account of principal and interest, or any part thereof or any of the other payments to be made by the obligor(s) under the provisions of the mortgage securing the note on the day whereon the same is payable as provided in the note (it being agreed that a default in the payment of any installment under the note shall exist only if not made good prior to the due date of the next installment) or in the mortgage, then and from thenceforth, that is to say after the lapse or expiration of said prior, the entire principal sum remaining unpaid, with all the arrearages with interest thereon, and all other payments provided in the mortgage, shall at the option to the obligee, its successors and assigns, become due and payable immediately thereafter although the period may not have expired.
9. Defendant(s) has/have failed to make payment of outstanding principal, interest, advances and costs on January 1, 2011 and have failed to cure the default.

10. By letter dated December 18, 2014, Plaintiff notified Sandra Lopaz, to pay principal and interest (and any other amount due) in accordance with the terms of the Note and Mortgage from the default date of January 1, 2011 to the date of the notice and that failure to make arrangements to bring the loan current would leave the Plaintiff no alternative but to accelerate the loan.
11. Said Note and Mortgage contain an agreement that if any of the installments of taxes, assessments, water rents, charges, imposition of liens, levied upon the premises should remain in default, the mortgagee may pay the same, and such amount paid shall be a lien on said property, added to the amount of the mortgage debt and secured by this mortgage.
12. During the course of this action, the plaintiff may be obligated to make advances for the payment of taxes, insurance premiums and necessary expenses to preserve the security, and such sums advanced under the terms of the note, together with interest, are to be added to the amount due on the mortgage debt and secured by the plaintiff's mortgage. The Defendants listed herein are named as party defendants to this action for any right, title and interest they may have in or against the subject property for any reasons set forth below:
  - a. **Mr. Lopaz, Unknown Spouse of Sandra Lopaz**, is joined to divest any dower or curtsy interest he may claim in the Property by virtue of his marriage or other legally existing relationship if such an interest exists. Any right, title or interest derived by Mr. Lopaz from this interest is subordinate to Plaintiff's lien.
  - b. **Capital One Bank USA N.A.**, is hereby joined as a party Defendant to this instant foreclosure action to divest any right, title or interest it may claim in, to or against the mortgaged property by virtue of the following judgment. Said interest is subordinate to Plaintiff's mortgage.



SUPERIOR COURT OF NEW JERSEY  
 JUDGMENT NUMBER: J-248857-2011 CASE NUMBER: L 005973 10  
 DATE ENTERED: 08/31/11 DATE SIGNED: 08/05/11  
 TYPE OF ACTION: BOOK ACC  
 VENUE: ESSEX  
 DEBT: \$ 24,728.30  
 CREDITOR(S):  
 CAPITAL ONE BANK USA NA  
 ATTORNEY: LYONS DOUGHTY & VELDHUIS  
 136 GAITHER DR STE 100 JOHN  
 PO BOX 1269  
 MOUNT LAUREL NJ 08054  
 856-222-0166  
 DEBTOR(S):  
 SANDRA M LOPEZ  
 (No Address)  
 PLUS COSTS

\*\*\* End of Abstract \*\*\*

- c. **US Equities Corp**, is hereby joined as a party Defendant to this instant foreclosure action to divest any right, title or interest it may claim in, to or against the mortgaged property by virtue of the following judgment. Said interest is subordinate to Plaintiff's mortgage.

SUPERIOR COURT OF NEW JERSEY  
 JUDGMENT NUMBER: NJ-089544-2015 CASE NUMBER: 406972002  
 DATE DOCKETED: 01/13/15 DATE OF JUDGMENT IN S.C.P.: 05/06/02  
 TYPE OF ACTION: FOREIGN JUDGMENT  
 VENUE: BERGEN  
 DEBT: \$ 754.50  
 INT: \$ 858.20  
 DCKG: \$ 35.00  
 CREDITOR(S):  
 US EQUITIES CORP  
 P O BOX 712  
 SOUTH SALEM, NY 10590 JOHN  
 ATTORNEY: LINDA STRUMPF  
 600 ASHWOOD RD  
 SPRINGFIELD NJ 07081  
 373-624-7550  
 DEBTOR(S):  
 SANDRA I LOPEZ  
 BIOREFERENCE LABORATORIES INC  
 461 EDWARD H DR, ELMWOOD PARK, NJ 07407  
 JUDGMENT ENTERED IN THE COUNTY OF BRONX, STATE OF NEW YORK  
 BIO REFERENCE LABORATORIES INC ADDED TO OUR INDEX.  
 \*\*\* End of Abstract \*\*\*

- d. **State of New Jersey**, is hereby joined as a party Defendant to this instant foreclosure action to divest any right, title or interest it may claim in, to or against the mortgaged property by virtue of the following judgment. Said interest is subordinate to Plaintiff's mortgage.

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: PD-180756-2009  
DATE ENTERED: 08/04/09  
LIEN FOR LEGAL SERVICES  
VENUE: MERCER

DEBT: \$ 126.75

CREDITOR: OFFICE OF THE PUBLIC DEFENDER  
DEBTOR(S):  
SANDRA LOPEZ , PRO SE  
104 ABLETT VILLAGE  
CAMDEN, NJ 08105  
ATTORNEY: PRO SE

JOIN

\*\*\* End of Abstract \*\*\*

13. Any interest or lien on the premises that the defendants have or claim to have in or upon aforesaid mortgaged premises or some part thereof is subject and subordinate to the lien of the Mortgage set forth previously above which Mortgage is held by the Plaintiff herein.
14. The Plaintiff is the holder of the Note (and Mortgage) and is entitled to commence this action.
15. The Notice of Intention as required pursuant to the "Fair Foreclosure Act" was mailed in accordance with the Fair Foreclosure Act.
16. Additionally, prior to the institution of the within action, Plaintiff obtained and reviewed a title search in accordance with the requirements of R. 4:64-1(a).

WHEREFORE, Plaintiff, demands judgment:

- a) Fixing the amount due on the Mortgage referenced above;
- b) Barring and foreclosing the Defendants of all equity of redemption into the aforesaid lands;
- c) Directing that Plaintiff be paid the amount due to Plaintiff as provided in the Mortgage above, together with interest and costs;
- d) Adjudging that the lands described in the Mortgage and Exhibit "A" be sold according to the law to satisfy the amount due Plaintiff on the Mortgage as more fully described above; and,
- e) Appointing a receiver of the rents, issues and profits of the lands described above.
- f) Together with any other relief that may be deemed appropriate by the Court, including but not limited to the right to possession of the Property.

**COUNT II**

17. Plaintiff hereby incorporates by reference allegations set forth in Count I above as though more fully set forth herein.

18. By the terms of the Note and Mortgage, Plaintiff is entitled to possession of the Property and all appurtenances.

19. The mortgagor(s) and obligor(s) named herein has or may claim to have certain rights in the Property, and by reason thereof, has or have deprived plaintiff of possession of the Property.

WHEREFORE, plaintiff demands judgment against the defendants, except those protected by N.J.S.A. 2A:18-61.1, et seq.:

- a) for possession of the Property in favor of Plaintiff or its assignee or designee, which right to possession shall be transferred to the successful purchaser at the foreclosure sale;
- b) for damages and mesne profits
- c) for costs.

STERN & EISENBERG, PC

BY: 

- ☐ STEVEN K. EISENBERG, ESQUIRE (009221995)
- ☐ JACQUELINE F. MCNALLY, ESQUIRE (020402005)
- ☐ DAVID M. LAMBROPOULOS, ESQUIRE (040322006)
- ☐ MICHAEL J. REILLY, ESQUIRE (042522012)
- ☐ LUCAS M. ANDERSON, ESQUIRE (014342011)
- ☒ JOHN KOLESNIK, ESQUIRE (012412010)
- ☐ JUSTIN M. STRAUSSER, ESQUIRE (090692014)
- ☐ CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)
- ☐ STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)
- ☐ SALVATORE CAROLLO, ESQUIRE (007012001)
- ☐ FRANK J. KEENAN, ESQUIRE (022041994)

Attorneys for Plaintiff

DATED: 

**CERTIFICATION**

Pursuant to Rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading and the previous pleadings, if any, at the present time we know of no other parties that should be joined in the within action.

STERN & EISENBERG, PC

BY: 

- ☐ STEVEN K. EISENBERG, ESQUIRE (009221995)
- ☐ JACQUELINE F. MCNALLY, ESQUIRE (020402005)
- ☐ DAVID M. LAMBROPOULOS, ESQUIRE (040322006)
- ☐ MICHAEL J. REILLY, ESQUIRE (042522012)
- ☐ LUCAS M. ANDERSON, ESQUIRE (014342011)
- ☒ JOHN KOLESNIK, ESQUIRE (012412010)
- ☐ JUSTIN M. STRAUSSER, ESQUIRE (090692014)
- ☐ CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)
- ☐ STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)
- ☐ SALVATORE CAROLLO, ESQUIRE (007012001)
- ☐ FRANK J. KEENAN, ESQUIRE (022041994)

Attorneys for Plaintiff

DATED: 

BEING known and designated as Lot 4, Block 1917 on the official Tax Maps of the Township of Cinnaminson and being more particularly described according to a Survey and Plan thereof made by Merle Hopkins Associates, Inc., Engineers and Surveyors of Maple Shade, New Jersey dated June 5, 1987 as follows, to wit:

BEGINNING at concrete monument for a corner to Tax Map Lot 1 in the northeasterly line of Washington Street (50 feet wide) at a distance of 104.60 feet measured in a southeasterly direction from the intersection of the said northeasterly line of Washington Street with the southeasterly line of Division Street (50 feet wide); thence

(1) Extending from said point of beginning along the said Tax Map Lot 1 and partially along Tax Map Lot 2 in a northeasterly direction at right angles to Washington Street, a distance of 100.00 feet to a point for a corner to Tax Map Lot 5; thence

(2) Extending along said Tax Map Lot 5 and along Tax Map Lot 6 in a southeasterly direction parallel with Washington Street, a distance of 75.00 feet to a point for a corner to Tax Map Lot 12; thence

(3) Extending along said Tax Map Lot 12 in a southwesterly direction at right angles to Washington Street, a distance of 100.00 feet to a concrete monument for a corner in the aforementioned northeasterly direction of Washington Street; thence

(4) Extending along the said northeasterly line of Washington Street in a northwesterly direction, a distance of 75.00 feet to the first mentioned point and place of beginning;

CONTAINING WITHIN SAID BOUNDS, Seven Thousand and Five Hundred (7,500) square feet of land;

BEING also known as Lots 311, 312 and part of Lots 9,10,11 and 12, Plan of North Pennsville.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 4 in Block 1917 on the Township of Cinnaminson Tax Map.

COMMONLY KNOWN AS 1612 Washington Street, Cinnaminson, NJ.

BEING the same premises which Thomas Lopaz and Sandra Lopaz by Deed dated February 14, 1994, and recorded March 23, 1994, in Book 4704, Page 250, granted and conveyed unto Sandra Lopaz, in fee.

c/k/a 1612 Washington Street, Cinnaminson, NJ 08077

## EXHIBIT A

**CERTIFICATION**

Pursuant to Rule 4:64-1(a), it is hereby stated that the Plaintiff obtained and reviewed a copy of a title search of the public records for the purpose of identifying any lienholder or other persons and entities with an interest in the property that is subject to foreclosure and a copy of the title search is hereby attached to this certification.

STERN & EISENBERG, PC

BY: 

- ☐ STEVEN K. EISENBERG, ESQUIRE (009221995)
- ☐ JACQUELINE F. MCNALLY, ESQUIRE (020402005)
- ☐ DAVID M. LAMBROPOULOS, ESQUIRE (040322006)
- ☐ MICHAEL J. REILLY, ESQUIRE (042522012)
- ☐ LUCAS M. ANDERSON, ESQUIRE (014342011)
- ☒ JOHN KOLESNIK, ESQUIRE (012412010)
- ☐ JUSTIN M. STRAUSSER, ESQUIRE (090692014)
- ☐ CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)
- ☐ STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)
- ☐ SALVATORE CAROLLO, ESQUIRE (007012001)
- ☐ FRANK J. KEENAN, ESQUIRE (022041994)

Attorneys for Plaintiff

DATED: 1/7/16

**CERTIFICATION**

Pursuant to Rule 1:38-7(b), I hereby certify that confidential personal identifiers as defined in Rule 1:38-7(a) are redacted in this pleading submitted to the Court. All subsequent papers submitted to the Court will not contain confidential personal identifiers in accordance with the provisions of these Rules.

STERN & EISENBERG, PC

BY: 

- ☐ STEVEN K. EISENBERG, ESQUIRE (009221995)
- ☐ JACQUELINE F. MCNALLY, ESQUIRE (020402005)
- ☐ DAVID M. LAMBROPOULOS, ESQUIRE (040322006)
- ☐ MICHAEL J. REILLY, ESQUIRE (042522012)
- ☐ LUCAS M. ANDERSON, ESQUIRE (014342011)
- ☒ JOHN KOLESNIK, ESQUIRE (012412010)
- ☐ JUSTIN M. STRAUSSER, ESQUIRE (090692014)
- ☐ CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)
- ☐ STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)
- ☐ SALVATORE CAROLLO, ESQUIRE (007012001)
- ☐ FRANK J. KEENAN, ESQUIRE (022041994)

Attorneys for Plaintiff

DATED: 1/7/18

**CERTIFICATION**

Pursuant to Rule 4:64-1(a)(2) and (3), on December 28, 2015, I communicated via electronic communications with the following employee(s) of the Plaintiff/ Plaintiff's Mortgage Loan Servicer, who informed me that he/she (a) personally reviewed the documents filed/being filed herein for factual accuracy; and (b) confirmed the accuracy of such documents. The name, title and responsibility of the employee with whom I communicated is:

Name: Manuel Villegas

Title: VP

Responsibilities: review/provide foreclosure support

Based on my communication as set forth above, as well as my own inspection of the loan information supplied and other diligent inquiry, I execute this certification to comply with the requirements of 4:64-1(a)(2) and (3) , 1:4-8(a) and 1:5-6(c)(1)(E). I understand that I have an ongoing obligation to amend this certification in the event any ongoing investigation or discovery by Plaintiff/ Plaintiff's Mortgage Loan Servicer indicates any change in the information previously reviewed.

STERN & EISENBERG, PC

BY: 

- ☐ STEVEN K. EISENBERG, ESQUIRE (009221995)
- ☐ JACQUELINE F. MCNALLY, ESQUIRE (020402005)
- ☐ DAVID M. LAMBROPOULOS, ESQUIRE (040322006)
- ☐ MICHAEL J. REILLY, ESQUIRE (042522012)
- ☐ LUCAS M. ANDERSON, ESQUIRE (014342011)
- ☒ JOHN KOLESNIK, ESQUIRE (012412010)
- ☐ JUSTIN M. STRAUSSER, ESQUIRE (090692014)
- ☐ CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)
- ☐ STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)
- ☐ SALVATORE CAROLLO, ESQUIRE (007012001)
- ☐ FRANK J. KEENAN, ESQUIRE (022041994)

Attorneys for Plaintiff

DATED: 1/7/16